

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 7	
2. Amendment/Modification No. P00138		3. Effective Date 2003MAY15		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-AHLB JOSEPH CLOFT (586)574-7311 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: CLOFTJ@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA SAN FRANCISCO P.O. BOX 232 700 EAST ROTH ROAD, BLDG 330 FRENCH CAMP CA 95231-0232		Code S0507A	
				SCD A PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) UNITED DEFENSE LP GROUND SYSTEMS DIV 2830 DE LA CRUZ BLVD SANTA CLARA CA 95052 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
						9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-C-M011	
						10B. Dated (See Item 13) 2000DEC28	
Code 80212		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agmt. of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) STANLEY T. KULCZYCKI KULCZYCS@TACOM.ARMY.MIL (586)574-7004	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2003MAY15

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-C-M011 MOD/AMD P00138	Page 2 of 7
Name of Offeror or Contractor: UNITED DEFENSE LP		

SECTION A - SUPPLEMENTAL INFORMATION

1. This document is contract modification P00138 to contract DAAE07-01-C-M011. The purpose of this modification is to assume the transfer of 55,535 unoptioned Systems Technical Support (STS) hours in support of the M113 Family of Vehicles (FOV) from contract DAAE07-99-C-M036 to contract DAAE07-01-C-M011. This transfer of 55,535 STS hours to contract DAAE07-01-C-M011 keeps intact the current estimated cost and fixed fee rate structure presently in effect for these hours, and extends the current expiration date for exercise of these option hours to 30 November 2003.

2. This modification is a bilateral agreement resulting in no increase or decrease in the present dollar value of contract DAAE07-01-C-M011. This action completes an administrative transfer of 55,535 unexercised STS hours in support of the M113 FOV from contract DAAE07-99-C-M036 to this contract, DAAE07-01-C-M011. This action, when completed by separate and concurrent contract modification on contract DAAE07-99-C-M036 will also result in no increase or decrease in the total dollar value of contract DAAE07-99-C-M036.

3. This contract modification transfers a total of 55,535 hours of unoptioned Systems Technical Support for the M113 FOV from contract DAAE07-99-C-M036, to this contract, DAAE07-01-C-M011. This transfer of 55,535 unoptioned STS hours is at the current negotiated rates for these hours:

Estimated Cost:	\$ 99.71
Fixed Fee:	<u>9.13</u>
Total Cost Plus Fixed Fee (CPFF)	\$108.84

This contractual action also extends the current expiration date for exercise of these remaining STS hours to 30 November 2003 to parallel the option expiration date currently in effect for all Bradley FOV STS efforts on this gaining contract, DAAE07-01-C-M011.

4. This transfer of 55,535 unoptioned STS hours from contract DAAE07-99-C-M036 to contract DAAE07-01-C-M011 ceases all future option of M113 STS hours against contract DAAE07-99-C-M036. Future option of the remaining 55,535 M113 STS hours shall be under newly established CLINs and if needed, funding SubCLINs on contract DAAE07-01-C-M011.

5. The parties to this agreement hereby agree to the following contractual changes resulting from this modification:
- a. The transfer of 55,535 hours of unoptioned M113 STS hours from contract DAAE07-99-C-M036 to contract DAAE07-01-C-M011 at the currently negotiated rate structure of \$99.71 for estimated cost, \$9.13 for Fixed Fee, and \$108.84 for Total Cost Plus Fixed Fee.
 - b. Extension of the current expiration date for the option of the 55,535 M113 STS hours transferred by this modification from 30 September 2003 to 30 November 2003 to parallel the expiration date in effect for all Bradley FOV STS efforts on this gaining contract, DAAE07-01-C-M011.
 - c. The addition of new Section B clause, B.7.1 and new Section H clause, H-41 to reflect the transfer of the remaining 55,535 M113 STS hours from contract DAAE07-99-C-M036 to contract DAAE07-01-C-M011. Future option of these remaining 55,535 M113 STS hours shall be under separate and newly established CLINs on contract DAAE07-01-C-M011.
 - d. The contractual actions specified herein from this transfer of M113 STS hours are at no cost to either party and have no impact on the total obligated amounts of contract DAAE07-99-C-M036 or contract DAAE07-01-C-M011.
 - e. That all other terms and conditions of contract DAAE07-01-C-M011, as previously changed, remain unchanged and in full force and effect.

*** END OF NARRATIVE A 138 ***

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Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 to B.3 RESERVED

B.4 APPLICABILITY OF FEDERAL EXCISE TAX

Federal Excise Tax (FET) is not applicable to the contract items listed elsewhere in Section B of the contract. FET is not to be included in any prices under the contract.

B.5 CONTRACT DATA PRICE

The cost for data requirements of the contract is included within the cost plus fixed fee amounts for each CLIN.

B.6 BASIC - The Government Basic Award shall be 186,495 hours.

	Estimated Hourly Cost	Hourly Fixed Fee
	\$118.11	\$10.83

B.7 OPTION - ADDITIONAL SYSTEM TECHNICAL SUPPORT

In accordance with Paragraph H.40, the Government shall have the option to increase the number of system technical support hours by a maximum of 3,493,505. Hours optioned to date are 1,493,563, leaving 2,035,766 available for future option exercise. The hourly fixed fee listed below will remain in effect for option hours exercised in the specified time periods. The estimated hourly costs are for planning and budgetary purposes only and will vary from work directive to work directive. The funded amount for each work directive will be determined by the labor mix and Other Direct Costs (ODCs) for that specific effort.

	FROM	Through	Estimated Hourly Cost	Hourly Fixed Fee
a)	Basic Contract Award	30 November 2001	\$118.11	\$10.83
b)	01 December 2001	30 November 2002	\$118.11	\$10.83
c)	01 December 2002	30 November 2003	\$128.83	\$11.84
d)	01 December 2003	30 November 2004	\$127.96	\$11.75
e)	01 December 2004	30 November 2005	\$130.25	\$11.96

Solely for purpose of determining the Estimated hourly rates the most likely usage rates follow. The Government reserves the right to divert from these estimates.

a)	Basic Contract Award	30 November 2001	438,505 man-hours
b)	01 December 2001	30 November 2002	735,000 man-hours
c)	01 December 2002	30 November 2003	775,000 man-hours
d)	01 December 2003	30 November 2004	740,000 man-hours
e)	01 December 2004	30 November 2005	805,000 man-hours

For informational purposes, listed are the actual hours, by CLIN and Work Directive, optioned for Years 1 and 2 of the contract:

CLIN	HOURS EXERCISED YEAR 1 AND YEAR 2	FEE	
0001AA	595,983	\$10.83	
0001AB	216,574	\$10.83	Mod. P00131 incorporated additional year 2 hours.
0001AC	89,891	\$10.83	
0001AF	141,243	\$10.83	
0001AG	12,430	\$10.83	
0001AK	36,047	\$10.83	
0001AL	2,056	\$10.83	
0001AN	1,500	\$10.83	
0001AP	2,265	\$10.83	
0001AS	23,984	\$10.83	
0001AT	0	\$10.83	
0001AU	15,586	\$10.83	
0001BG	577	\$10.83	
0001BH	1,200	\$10.83	

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0001BJ	17,650	\$10.83
0001BK	6,861	\$10.83
0001BL	59,150	\$10.83
0001BX	6,850	\$10.83
0001BY	2,510	\$10.83
0001BZ	208	\$10.83
0001CM	10,800	\$10.83
0001CN	760	\$10.83
0001CT	10,750	\$10.83
0001CU	810	\$10.83
0001CY	69,940	\$10.83
0001CZ	464	\$10.83
0001DD	3,714	\$10.83
0001DJ	5,218	\$10.83
0002AA	25,832	\$10.83
0002AB	0	\$10.83
0003AA	44,597	\$10.83
0004AA	2,330	\$10.83
0004AB	360	\$10.83
0004AC	0	\$10.83
0004AD	1,784	\$10.83
0004AE	10	\$10.83
0004AF	330	\$10.83
0005AA	85,641	\$10.83
0005AC	2,736	\$10.83
0006AA	790	\$10.83
0006AD	400	\$10.83
0006AE	678	\$10.83

TOTAL YEAR 1 AND YEAR 2 1,500,509 dtd 20 Dec 2002, Mod. P00112 Mod. P00131 incorporated additional year 2 hours.

CLIN	WORK DIRECTIVE	HOURS EXERCISED YEAR 1 AND YEAR 2	FEE
0003	W38-211-000 REV 05	44,597	10.83
0002	W38-311-000 REV 06	25,832	10.83
0006	W38-411-110 REV 00	400	10.83
0006	W38-511-110 REV 02	790	10.83
0006	W38-611-110 REV 00	678	10.83
0005	W39-000-000 REV 11	88,377	10.83
0001	W40-000-000 REV 01	6,046	10.83
0001	W41-000-000 REV 07	38,408	10.83
0001	W42-000-000 REV 27 and Rev 33	412,672	10.83 Mod. P00131 incorporated additional year 2 hours.
0001	W43-000-000 REV 04	31,039	10.83
0001	W44-000-000 REV 06	22,314	10.83
0001	W45-000-000 REV 36	399,957	10.83
0001	W46-000-000 REV 07	113,999	10.83
0001	W47-000-000 REV 14	153,165	10.83
0001	W48-001-000 REV 02	598	10.83
0001	W48-002-000 REV 06	17,884	10.83
0001	W49-000-000 REV 05	86,119	10.83
0004	W53-300-000 REV 01	2,330	10.83
0004	W53-500-000 REV 00	1,784	10.83
0004	W53-600-000 REV 02	370	10.83
0004	W53-700-000 REV 00	330	10.83
0001	W79-000-000 REV 01	14,800	10.83
0001	W81-000-000 REV 00	9,270	10.83
0001	W82-000-000 REV 02	18,000	10.83
0001	W83-000-000 REV 01	10,750	10.83

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TOTAL YEAR 1 AND YEAR 2 WDs 1,500,509 dtd 20 Dec 2002, Mod.P00112 Mod. P00131 incorporated additional year 2 hours.

B.7.1 OPTION - ADDITIONAL SYSTEM TECHNICAL SUPPORT FOR THE M113 FOV (ADDED BY CONTRACT MODIFICATION P00138)

Modification P00138 transfers 55,535 hours at the currently negotiated rates noted below from contract DAAE07-99-C-M036 to contract DAAE07-01-C-M011. In addition, Modification P00138 extends the option expiration date for these hours to 30 November 2003 to parallel the expiration date for option expiration of STS hours on gaining contract DAAE07-01-C-M011. Modification P00032 on contract DAAE07-99-C-M036 ceases all further option STS hours in support of the M113 FOV on contract DAAE07-99-C-M036.

B.7.1.1	Remaining Available Hours:	55,535	
B.7.1.2	Total Estimated Cost:	\$ 5,537,394.85	\$ 99.71/hour
B.7.1.3	Fixed Fee:	\$ 507,034.55	\$ 9.13/hour
B.7.1.4	Total CPFF	\$ 6,044,429.40	\$ 108.84/hour

B.8 The Contractor shall bill for fee only for hours incurred by the Prime Contractor and the following SubContractors:

Butler Services, Inc.
General Dynamics Land Systems

*** END OF NARRATIVE B 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
H-27 Through H-29 RESERVED

H-30 CONTRACT SECURITY CLASSIFICATION REQUIREMENT

The Security Classification speicification requirements (DD Form 254) for the contract is located in Attachment 1.

H-31 NOTIFICATION OF INCONSISTENCIES

Should the Contractor discover or suspect inconsistencies among contract provisions, requirements, specifications, and/or documents, he shall immediately notify the Procuring Contracting Officer in writing.

H-32 SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

Attachment 2 to the contract lists the small and small disadvantaged business subcontracting plan(s) that are applicable to this contract. The plans are incorporated by reference. The contractor shall retain copies of their vendors and subcontractors small and small disadvantaged business subcontracting plan(s). These copies of the plans shall be made available for review by appropriate government officials.

H-33 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The Representations, Certifications and Other Statements of Offeror (Section K), submitted in response to solicitation DAAE07-00-R-0030, in the possession of both parties, is incorporated into the contract by reference.

H-34 DATA RESPONSIBILITY

Recognizing that a visual review, by the Government, of data delivered or released under this contract may be insufficient to prove out their adequacy for intended use, the Contractor shall certify prior to contract completion, that to the best of his knowledge and belief all such data are complete and conform to the data requirements of this contract. Failure of relate data, made under the terms of this contract, to meet the requirements thereof shall be cause for rejection as unacceptable. Prior to final acceptance of the drawings and related data by the Government, the Contractor shall submit evidence that drawings and related data rejected as unacceptable have been corrected. Notwithstanding such final acceptance, the Government may require the Contractor to remedy by correction or replacement, as directed by the Contracting Officer, data deficiencies (i) at any item during the performance of this contract, and (ii) for a period of three (3) years thereafter, in accordance with Special Provision H-17 of this contract entitled WARRANTY OF DATA.

H-35 PRIORITY RATING

A priority rating of DO-A4 os assigned to this contract and it is certified for National Defense use under DMS Regulation 1. The contractor shall take all necessary actions to extend this rating to its suppliers or subcontractors where required.

H-36 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE

The Department of Defense Activity Address Code (DODAC) for use under this contract is CK0P4L.

H-37 USE OF GOVERNMENT PROPERTY AND FACILITIES

The Contractor based this contract price on rent-free use of property and facilities that were initially made available under other contracts (see below). The Government property and facilities are in the possession of the Contractor and subcontractors accountable under the below listed Government contracts. Rent-free, non-interference use of Government propretly accountable under those contracts is approved.

CONTRACT

- a) DAAE07-95-C-X030 BFV STS
- b) DAAE07-96-C-x036 BFV Production Contract

H-38 GOVERMENT PROPERTY

The Government shall furnish to the Contractor the items listed in Attachment 3 in support of the contract.

H-39 GOVERNMENT RIGHT TO FURNISH PROPERTY, MATERIAL, AND/OR EQUIPMENT

H-39.1 In addition to the Government furnished property, material and/or equiment describes in Attachment 3 of this contract, the Government reserves the right to furnish to the Contractor other items of Government property, material and/or equipment or to increase the quantities in Attachment 3.

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H-39.2 The contractor shall promptly take action as the Contracting Officer may direct with respect to such additional property, material and/or equipment. In the event the Government exercises its right under this paragraph, the parties will agree to equitably adjust the contract price and/or delivery schedule or performance dates in accordance with the procedures provided for in the "Changes" clause of this contract. The contractor shall submit either a proposal for equitable adjustment or rationale for no equitable adjustment within thirty (30) days following the Contracting Officer's notice of change. Failure to agree to an equitable adjustment shall be a dispute, concerning a question of fact with the meaning of the "disputes" clause.

H-39.3 All property furnished pursuant to this paragraph shall be subject to the provisions of the "Government Property" clause of this contract.

H-40 OPTION ADDITIONAL HOURS - BFVS FOV

The Government shall have the option to increase the number of Service Technical Support man-hours in support of this contract by a maximum of 3,493,505 man-hours. The right to option hours shall expire 30 November 2005. The Government may exercise the option in one or more increments, provided the total number of man-hours optioned over the life of the contract does not exceed 3,493,505 hours. There is no minimum number of man-hours that may be exercised. If exercised, the hourly rates shall be as follows:

IF Option Exercised	From	Through	Hourly Fixed Fee	Hourly Fixed Fee
a)	Basic Contract Award	30 November 2001	\$118.11	\$10.83
b)	01 December 2001	30 November 2002	\$118.11	\$10.83
c)	01 December 2002	30 November 2003	\$128.83	\$11.84
d)	01 December 2003	30 November 2004	\$127.96	\$11.75
e)	01 December 2004	30 November 2005	\$130.25	\$11.96

H-41 OPTION ADDITIONAL HOURS - M113 FOV (ADDED BY CONTRACT MODIFICATION P00138)

The Government shall have the option to increase the number of Service Technical Support man-hours in support of the M113 FOV on this contract by a maximum of 55,535 man-hours. The right to option hours shall expire 30 November 2003. The Government may exercise the option in one or more increments, provided the total number of man-hours optioned over the life of the contract does not exceed 55,535 hours. There is no minimum number of man-hours that may be exercised. If exercised, the hourly rates shall be as follows:

IF Option Exercised	From	Through	Hourly Fixed Fee	Hourly Fixed Fee
a)	Date of Contract Modification P00138	30 November 2003	\$ 99.71	\$ 9.13

*** END OF NARRATIVE H 001 ***